

BILL NO. S-78-11- 10

SPECIAL ORDINANCE NO. S- 01-79

AN ORDINANCE approving a Consultant Agreement with Clyde E. Williams & Associates, Inc, on Lake Avenue, Rudisill Blvd., Bluffton Road & Crescent Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Consultant Agreement, dated November 6, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Clyde E. Williams & Associates, Inc., for:

consulting services required to prepare an environmental impact statement or negative declaration on Lake Avenue, Rudisill Blvd., Bluffton Road and Crescent Avenue, which ever becomes applicable to each project, in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commission's approved action plan,

all as more particularly set forth in said agreement which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage and approval by the Mayor.


Councilman

APPROVED AS TO FORM
AND LEGALITY,


CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by

Allen, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 11-14-78

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by V. Schmidt,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	_____	<u>1</u>	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 1-9-79

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. 2401-79 on the 9th day of January, 1979.

ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Winfield C. Moore Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of January, 1979, at the hour of 11:32 o'clock 4 M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 17th day of January, 1979, at the hour of 2:00 o'clock 8 M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-11-10

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance nlo PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga

James S. Stier
John Nuckols

DATE

1-9-79

CHANDLER WESTERMAN, CITY CLERK

LAKE - 34 VAS
RUDISILL - 1979
BLUFFTON 1979

Held

Funds { - FAO
- LAES

Call Henry Wednesday
for next meeting

100%
LRS

Jan 9, 1979

Bill No. S-78-11-10

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a Consultant Agreement with Clyde E. Williams &
Associates, Inc. on Lake Avenue, Rudisill Blvd., Bluffton Road &
Crescent Avenue

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance PASS.

WILLIAM T. HINGA - CHAIRMAN

VIVIAN G. SCHWIDT - VICE CHAIRMAN

JOHN NUCKOLS

PAUL M. BURNS

FREDRICK R. HUNTER

Memorandum

To Board of Works

Date October 16, 1978

From Kenneth N. Traylor

Subject Consultant Agreements - Lake Avenue, Rudisill Blvd., Bluffton Rd.,
Crescent Avenue - Clyde E. Williams & Assoc., Inc.

COPIES TO:

Consultant agreements have been corrected in accordance with Board of Works' request.

Respectfully request the Board look at Item 2.6 which was amended by Mr. Fred Musleh from Clyde E. Williams & Assoc. all in accordance with a five-minute conversation with Paul Philips.

As soon as the Board executes this agreement, please return to undersigned.

Kenneth N. Traylor
Kenneth N. Traylor

KNT:ms

Att. (4)

AGREEMENT

THIS AGREEMENT, made in quadruplicate and entered into this 6th day of November, 1978, by and between the CITY OF FORT WAYNE, INDIANA, acting by and through its MAYOR AND BOARD OF PUBLIC WORKS hereinafter referred to as the "CITY" and CLYDE E. WILLIAMS & ASSOCIATES, INC., 70 East 91st Street, Indianapolis, Indiana 46240, Consulting Engineers, hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the City desires to contract for consulting services required to prepare an environmental impact statement or negative declaration, whichever become applicable to each project, all for the four (4) projects hereinafter described, and

WHEREAS, the Consultant has expressed a willingness to prepare an environmental impact statement or negative declaration, whichever becomes applicable to each project, as herein described for the City, and to furnish the services required in connection therewith;

NOW, THEREFORE, the parties hereto agree that said Consultant shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described four (4) projects:

DESCRIPTION OF PROJECTS:

- (1) Improvements to Lake Avenue as described under Section 17.1 of this agreement.

- (2) Improvements to Rudisill Boulevard as described under Section 17.2 of this agreement.
- (3) Improvements to Bluffton Road as described under Section 17.3 of this agreement.
- (4) Improvements of Crescent Avenue as described in Section 17.4 of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants, herein contained, the parties hereto mutually covenant and agree as follows:

SECTION 1. SERVICES BY THE CONSULTANT

The Consultant shall provide the following:

- 1.1. Develop a separate Environmental Impact Assessment for each project, as previously described, in compliance with procedures and requirements of the Federal Highway Administration and the Indiana State Highway Commission's approved Action Plan, involving an interdisciplinary approach to the study.
- 1.2. Contact all Federal, State, and Local Agencies that may have an interest in the proposed projects to obtain any impacts they may identify within their specific expertise.
- 1.3. Contact local Private Organizations that may be interested in the proposed projects to obtain the local attitude toward the impacts within the affected area.
- 1.4. Represent the City at not more than one public information meeting for each project if required and represent the City at all public hearings as required by the Federal Highway Administration if requested by the City and not otherwise.

- 1.5. Develop preliminary noise and air quality data for each project in accordance with acceptable State and Federal Highway procedures. The State will provide the computer analysis of the noise and air data and will provide ambient noise measurements as required. If a Noise Abatement Feasibility Report or more detailed air quality data is required, the service to provide such additional information shall be considered a major change in the scope of work and such change shall be resolved in accordance with Section 4 of this Agreement.
- 1.6. Check existing literature and conduct a field investigation to identify critical areas and to determine the effects of the proposed projects on the biological balance of the area. If an extensive survey is required due to the possible presence of an endangered species in the area, it will be considered a major change in the scope of work and such change shall be resolved in accordance with Section 4 of this Agreement.
- 1.7. Conduct, through an archeological consultant, a records check to determine the potential archeological significance of the sites. A preliminary reconnaissance including site inspection and shovel probings will be conducted through the archaeological consultant where required.
- 1.8. Compile all the required information documenting the scope of the project and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA as to

whether the project will be considered a Major or Non-Major action and if determined to be a major action if the effects will be considered Significant or Non-Significant.

- 1.9. If the determination resulting from Section 1.8 considers the actions to be Non-Major, reports documenting these findings will be submitted in accordance with FHWA and ISHC guidelines.
- 1.10. If the determination resulting from Section 1.8 considers the Actions to be Major having a Non-Significant effect, a Preliminary Draft, Draft and Final Negative Declarations will be processed in accordance with the appropriate Federal Highway Administration Guidelines, and the Indiana State Highway Commission Action Plan.
- 1.11. If the determination resulting from Section 1.8 considers the Actions to be Major having a Significant effect, a Preliminary Draft, Draft and Final Environmental Impact Statements will be processed in accordance with the appropriate Federal Highway Administration guidelines and the Indiana State Highway Commission Action Plan.
- 1.12. Furnish the appropriate number of copies needed for distribution of all reports.
- 1.13. Submit on behalf of the City all required materials to the appropriate agencies.

- 1.14. Shall such conditions prevail that would require the Federal Highway Administration to request the processing of a 4(f) Statement, the services to cover this work shall be considered as a major change in the scope of work and such a change shall be resolved in accordance with Section 4 of this Agreement.

SECTION 2. INFORMATION AND SERVICES TO BE FURNISHED BY THE CITY

- 2.1. All written views pertinent to the proposed project or Environmental Study that are received by the City.

- 2.2. Traffic assignments.

- 2.3. Suitable prints of available aerial mosaics.

- 2.4. Copies of transcripts, developed by ISHC, of any public hearing that may be held.

- 2.5. Any available information for use by the Consultant in the preparation of drawings and maps.

- 2.6. All legal services related to the project as ~~mutually~~ determined to be the City's responsibility to assure the project's progress.

- 2.7. Any soil surveys, any results or data from the comprehensive transportation planning process, or any other surveys that may be available and of value in the development of studies covered by the provisions of this Agreement.

By the City Attorney
J24
K 77

SECTION 3. SCHEDULE

The Consultant, under this Agreement, shall begin work immediately upon receipt of notice to proceed from the City and deliver the work to the City or in behalf of the City, deliver to the Indiana State Highway Commission in accordance with the following schedule:

- 3.1. Compilation of the required information documenting the scope of the projects and the anticipated environmental effects in order for a determination to be made by the ISHC and FHWA with 75 days of the receipt of a notice to proceed provided early coordination comments are received from review agencies within 45 days after request for review and comments.
- 3.2. If the determination from Section 1.8 considers the Actions to be Non-major, the appropriate reports will be completed and submitted to the State for their appropriate action within 30 days of such determination.
- 3.3. If Section 1.10 applies, the Preliminary Draft Negative Declarations, Draft Negative Declarations and the Final Negative Declarations will be furnished as follows:
 - A. The Preliminary Draft Negative Declarations will be submitted within (listed below for each project) calendar days after receipt of all early coordination comments and determinations of action required providing all information to be supplied by the City is made available.
 - (1) Lake Avenue - (major action)
 - (2) Rudisell Boulevard - 60 days
 - (3) Bluffton Road - 160 days
 - (4) Crescent Avenue - 120 days

- B. The Draft Negative Declaration will be submitted within 60 calendar days after receipt of all comments on the Preliminary Draft Negative Declarations.
 - C. The Final Negative Declarations will be submitted within 30 calendar days after receipt of all comments on the Draft and receipt of the transcripts of the appropriate Public Hearings.
- 3.4. If Section 1.11 applies, the Preliminary Draft Environmental Impact Statements, the Draft Environmental Impact Statements, and the Final Environmental Impact Statements will be furnished as follows:
- A. The Preliminary Draft Environmental Statements will be submitted within (listed below for each project) calendar days after receipt of all early coordination comments and determination of action required providing all information to be supplied by the City is made available.
 - (1) Lake Avenue - 180
 - (2) Rudisill Boulevard - 90
 - (3) Bluffton Road - 90
 - (4) Crescent Avenue - 150
 - B. The Draft Environmental Impact Statements ready for circulation will be submitted within 90 calendar days after receipt of all comment on the Preliminary Drafts by both the State and FHWA.

- C. A draft of the Final Environmental Impact Statements will be submitted within 60 calendar days after receipt of all comments of the Draft Environmental Impact Statements and receipt of the transcripts of the Corridor Public Hearings.
- D. The completed Final Environmental Impact Statements will be submitted within 45 days after receipt of all comments on the draft submissions.

SECTION 4. CHANGES IN WORK

In the event the City requires a major change in scope, character or complexity of the work after the work has progressed as directed by the City, adjustments in compensation to the Consultant and in time for performance of the work as modified, shall be determined through negotiation by the City and Consultant in the exercise of their honest and reasonable judgment and the Consultant shall not commence the additional work or the change of the scope of work until authorized in writing by the City. Changes in scope include but are not limited to the following:

- 4.1. Additional services due to the need for an extensive biological survey and/or evaluation necessitated by possible existence of endangered species within the project area.
- 4.2. Additional services needed for more extensive noise and air quality analysis. Included would be a Noise Abatement Feasibility Report and analyses more extensive than projections supplied by the State.

- 4.3. Providing of extensive relocation information for each of the projects.
- 4.4. Additional field exploration based on the findings of Section 1.7 including test pits and archaeological salvage.
- 4.5. Additional services due to significant changes in general scope of the projects or its design including, but not limited to, changes in size, complexity or character of the projects.

SECTION 5. PAYMENTS

The Consultant shall receive as payment for the work performed under Section 1 of this Agreement, as follows, unless a modification of the Agreement is approved in writing by the City.

- 5.1. For the Consulting Services outlined under Section 1, for the projects in this contract, the City shall pay the Consultant for Services performed by personnel assigned to the regularly established office of the Consultant the total payroll cost of salaries and wages times a factor of 2.4 to provide for general overhead and profit, plus the actual cost of reimbursable expenses as defined hereinafter. The total fee for services under this Section 1 shall not exceed (maximum amounts listed below for each individual project) without prior written authorization by the City.

(1) Lake Avenue	- \$50,000.00
(2) Rudisill Boulevard	- \$10,000.00
(3) Bluffton Road	- \$12,000.00
(4) Crescent Avenue	- \$20,000.00

- 5.2. Payment on account of the Consulting Services, outlined under Section 1, shall be made monthly on receipt of an itemized claim in proportion to services performed. Said itemized claim shall be submitted by the Engineer to the City on or before the first day of each month and the City shall make payment within thirty days thereafter.
- 5.3. The City shall pay the Consultant for preparing to serve and for serving as an expert witness in a court of law at the rate of \$350.00 per day. This additional payment does not pertain to the Consultant's appearance at Public Meetings and Hearings as described in Section 1.4.
- 5.4. The City shall pay the Consultant for additional Services as provided under Section 4 of this Agreement performed by personnel assigned to the regularly established office of the Engineer the total payroll cost of salaries and wages times a factor of 2.4 to provide for general overhead and profit, plus the actual cost of reimbursable expenses as defined herein-after. The total fee for additional services under Section 4 shall not exceed the amount agreed upon in writing by the City and the Consultant at the time of authorization of these additional services without prior written authorization by the Owner.
- 5.5. Services subcontracted to an outside consultant by the Consultant shall be paid for by the City to the Consultant on the basis of actual cost times a factor of 1.1. This cost is included in the maximum payment amounts listed in Section 5.1.

- 5.6. All costs and billings for each of the projects included in this Agreement shall be kept separate from costs and billings of each of the other projects contained in this Agreement.

SECTION 6. SUBLETTING AND ASSIGNMENT OF CONTRACT

- 6.1. No part of Consulting Services explained in Section 1 shall be sublet, assigned or otherwise disposed of, except as provided for herein or with written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of Section 1 of the contract shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the contract.

SECTION 7. EMPLOYMENT

- 7.1. Appendix "A" covering Department of Transportation Regulations on Non-discrimination and attached to this Agreement are to be considered an integral part hereof and are to be complied with by the Consultant on this project.
- 7.2. The Consultant shall not engage, on full or part-time or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract, an employee of the Federal Highway Administration or the highway organization of any state, county or city except regularly retired employees, without the written consent of the public employer of such person.
- 7.3. The Consultant and his sublessee, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to

his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION 8. COVENANT AGAINST CONTINGENT FEES

8.1. The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the City shall have the right to annul this contract without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage, fee, gift or contingent fee.

SECTION 9. COMPLIANCE WITH STATE AND OTHER LAWS

9.1. The Consultant specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

SECTION 10. RESPONSIBILITY FOR CLAIMS AND LIABILITIES

10.1. The Consultant shall be responsible for all damage to life and property due to activities of the Consultant, his sub-contractors, agents or employees in connection with such services, and shall be responsible for all parts of his work, both temporary and permanent, until the services under this Agreement are declared accepted by the City. It is expressly understood that the Consultant shall indemnify and save harmless the City from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the Consultant under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

10.2. The Consultant shall be responsible for keeping the City currently advised as to the status of any claims made for damages, occurring from entering upon private property, against the Consultant resulting from services performed under this Agreement. Upon completion of the field work by the Consultant, the City is to be so advised as to the status of claims even though no claims for damages occurred.

SECTION 11. WORKMEN'S COMPENSATION AND PUBLIC LIABILITY INSURANCE

11.1. The Consultant agrees to procure and maintain at his expense and without expense to the City until final payment by the City for the services covered by this Agreement, insurance of the kinds and in the amounts hereinafter provided in insurance companies authorized to do such business in the

State of Indiana covering all operations under this contract, whether performed by him or by his subcontractors. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates, in form satisfactory to the City, showing that he has complied with this paragraph, which certificate or certificates shall provide that the policies shall not be changed or cancelled until the ten (10) days written notice has been given to the City.

The kinds of insurance required are as follows:

- A. Policy covering the obligations of the Consultant in accordance with the provisions of the Workmen's Compensation Law. This agreement shall be void and of no effect unless the Consultant procures such policy and maintains it until acceptance of the work.
- B. Comprehensive Policies of Bodily Injury Liability and property damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property.

C. Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000 for each person, including death at any time resulting therefrom, and not less than \$300,000 in any one accident, and not less than \$100,000 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

- 11.2. The Consultant shall provide copies of current standard statements of insurance to the City.

SECTION 12. DELAYS AND EXTENSIONS

- 12.1. The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays and hindrances, if any, shall be compensated for by an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete any services, or any part of them, after the date to which time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein.

SECTION 13. ABANDONMENT AND TERMINATION

The City and/or Consultant reserve the right to terminate or suspend this Agreement upon written notice.

- 13.1. If the City and/or Consultant shall abandon the services herein mentioned, the Consultant shall deliver to the City all data and

reports completed or partially completed and these shall become the property of the City. The earned value of the work performed shall be based upon an estimate of the portions of the total services as have been rendered by the Consultant to the date of the abandonment and which estimate shall be mutually agreed upon by the City and the Consultant. The payment as made to the Consultant shall be paid as a final payment in full settlement for his services hereunder.

13.2. If at any time the Consultant shall abandon or delay the preparation and completion of the studies and reports beyond the several times hereinbefore specified, or beyond such further extension or extensions of time as agreed upon, the City may give notice, as herein provided, of such delay or abandonment and, if the Consultant shall not within twenty (20) days thereafter have complied with the requirements of this contract, then the City shall have power to terminate this contract by a second written notice, either by mail or personally delivered to the Consultant. Upon the mailing or delivery of such second notice, this contract shall cease and terminate and the City may by any method it deems to be necessary designate and employ other engineers, by contract or otherwise, to perform and complete the services herein described.

13.3. In case the City shall act under the last preceding paragraph, then and in such event, all work completed to date pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to the City. In the event of the failure by the Consultant to

make such delivery upon demand, then and in that event, the Consultant shall pay to the City any damage it may sustain by reason thereof.

- 13.4. Termination of any one project included in this Agreement shall not constitute termination of the remaining projects covered by this Agreement.

SECTION 14. OWNERSHIP OF DOCUMENTS

- 14.1. Upon completion and final approval of the work by the City, the Consultant shall deliver to the City all documents and reports which shall become the property of the City.

SECTION 15. SUCCESSORS AND ASSIGNEES

- 15.1. The City insofar as authorized by law, binds itself and its successors and the Consultant binds his successors, executors, administrators and assignees, to the other party of this Agreement and to the Successors, executors, administrators and assignees of such other party, as the case may be insofar as authorized by law, in respect to all covenants of this Agreement. Except as above set forth, neither the City nor the Consultant shall assign, sublet or transfer its or his interest in this Agreement without the consent of the other.

SECTION 16. ACCESS TO RECORDS

- 16.1. The Consultant and his subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times

during the contract period and for three (3) years from the date of final payment under the contract, for inspection by the City, Indiana State Highway Commission, Federal Highway Administration or any other authorized representative of the Federal Government and copies thereof shall be furnished if requested.

SECTION 17. PROJECT DESCRIPTIONS

- 17.1. LAKE AVENUE - Modernization and signalization of Lake Avenue from Anthony Boulevard to the east city limits (Maysville Road). Widening of the Avenue to a four lane urban arterial with channelization at intersections. Right-of-way acquisition will be considered.
- 17.2. RUDISILL BOULEVARD - Widen Rudisill from east of Lafayette to west of Calhoun to include a left turn lane with channelization at intersections. Construct an additional turning lane on Clinton Street for traffic turning south to west. Modernize traffic signals at Clinton and Lafayette, improve lighting to Fort Wayne standards throughout the area.
- 17.3. BLUFFTON ROAD - Improvements to Bluffton Road from Engle Road to the St. Mary's River, construct a non-mountable median on Bluffton Road and abandon some of the driveway accesses to the existing Shopping Center.
- 17.4. CRESCENT AVENUE - Widen Crescent Avenue to four lanes plus turning and channelization construction. The intersection of Crescent and Anthony will be improved. Right-of-way acquisition will be considered.

SECTION 18. SPECIAL PROVISIONS

- 18.1. Notice to proceed with each of the projects included in this Agreement shall be given separately for each project and shall not be construed as notice to proceed on the remaining projects contained in this Agreement unless specifically so stated.
- 18.2. Notice to terminate work on any of the projects included in this Agreement shall be given separately for each project and shall not be construed as notice to terminate the remaining projects contained in this Agreement unless specifically so stated.
- 18.3. Project limits for Environmental Impact Statement assessment purposes shall be as described in the Indiana State Highway Commission memo by Mr. Cooper dated June 22, 1978. See attached memo. Appendix "B".
- 18.4. This Contract is made and executed in the State of Indiana and shall be governed by Indiana Law.
- 18.5. Places of serving notices, as referred to in this Agreement shall be considered to be the corporate offices of the Consultant, currently 1843 Commerce Drive, South Bend, Indiana and the office of the Board of Works in the City of Fort Wayne, Indiana.
- 18.6. If Consultant goes into receivership (even tho not voluntart) or bankruptcy, regardless of by whom petitioned, including any of the reorganization chapters of the Federal Bankruptcy Act, Owner shall have the right to terminate this Agreement upon

written notice thereon to Consultant and shall be obligated to pay Consultant only that proportion of the amount prescribed in Section 5, as the work then completed by Consultant is to the entire services Consultant hereby agrees to perform.

- 18.7. The Consultant hereby agrees that it will not exclude any person from participation in said Project on the grounds of race, color, or national origin; nor shall any person be subjected to discrimination, under the provisions of Title VI of the Civil Rights Act of 1964 and Section 15-13, 15-13A, Article III, Chapter 15 of the Code of the City of Fort Wayne, 1974, as amended; nor shall any person be subjected to any such discrimination on the grounds of sex or religion under the provisions of said Act nor under the provisions of any laws of the State pertaining thereto.
- 18.8. It is understood and agreed that this Agreement is in all respects subject to approval by the Common Council of the City of Fort Wayne, by duly adopted ordinance, and if such ordinance is not accepted within a period of forty-five (45) days after the date of execution hereon, this contract shall be null and void and of no further force and effect except the Owner may elect to compensate the Consultant for any reasonable services rendered prior to the time the ordinance is not adopted by the Common Council.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

ENGINEER

CITY OF FORT WAYNE, INDIANA

CLYDE E. WILLIAMS & ASSOCIATES, INC.

BY: BOARD OF PUBLIC WORKS



C. B. Gaskins, P.E., President

Henry P. Wehrenberg, Chairman

ATTEST: 

R. L. Mark Chambers
Secretary

Ethel H. LaMar, Member

Max G. Scott, Member

Robert E. Armstrong, Mayor

Attest: _____
Secretary to the Board
of Public Works

APPROVED AS TO
LEGALITY AND FORM:

Attorney for City of Fort Wayne, Indiana

C E R T I F I C A T I O N O F E N G I N E E R

I hereby certify that I am the President and duly authorized representative of the firm of Clyde E. Williams & Associates, Inc., whose address is 70 E. 91st Street, Indianapolis, Indiana 46240 and that neither I, nor the above firm I here represent, has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above engineer) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above engineer) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any): _____

I acknowledge that this certificate is to be furnished to the Indiana State Highway Commission and the Federal Highway Administration, Department of Transportation in connection with this contract involving participation of Federal-Aid Highway Funds and is subject to applicable State and Federal laws, both criminal and civil.

10-6-78
(Date)

C. E. Williams
(Signature)

C E R T I F I C A T E O F O W N E R

I hereby certify that I am the _____
_____, and that the above engineer or his
representative has not been required, directly or indirectly, as
an express or implied condition in connection with obtaining or
carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any
firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organiza-
tion, any fee, contribution, donation, or consideration
of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the
Federal Highway Administration, Department of Transportation, in
connection with this contract involving participation of Federal-Aid
Highway Funds, and is subject to applicable State and Federal laws,
both criminal and civil.

(Date)

(Signature)

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
COUNTY OF MARION)

The undersigned, being duly sworn on oath says, that he is the contracting party, or, that he is the representative, agent, member, or officer of the contracting party, that he has not, nor has any other member, representative, agent, or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Charles B. Gaskins

Charles B. Gaskins, President

(Print or type name)

Subscribed and sworn to before me this 6th day of October, 1978.

Renewal M. Heideman
Notary Public

My Commission expires:

March 7, 1982

APPENDIX "A"

During the performance of this Contract, the Engineer for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), and the Owner (hereinafter referred to as the "Local Public Agency"), agrees as follows:

- (1) Compliance with Regulations: The Consultant will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, herein-after referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Consultant, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the Regulations relative to non-discrimination on the ground of race, color, sex or national origin.
- (4) Information and Reports: The Consultant will provide all information and Reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority, the State Highway Commission or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Authority, the State Highway Commission, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

- (5) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Contract, the Local Public Agency, shall impose such Contract sanctions as they or the State Highway Commission or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The Consultant will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless, exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Local Public Agency, State Highway Commission or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Local Public Agency or State to enter into such litigation to protect the interests of the Local Public Agency or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.



INDIANAPOLIS

INDIANA STATE HIGHWAY COMMISSION

100 North Senate Avenue
Indianapolis, Indiana 46204

Room 1101, State Office Building

317-633-5816

June 22, 1978

JUL 7 1978

STREET ENGINEERING
DEPARTMENT

MEMORANDUM:

A meeting was held on June 19, 1978 to discuss five (5) projects in Fort Wayne, Allen County. Those in attendance are shown on the attached list.

First discussed was the Hobson-Hessen Cassel Corridor. The existing roadway from Coliseum to State has already been improved to a 4 lane section in 1974. From State Blvd. the proposed will follow the existing alignment to the present termination point of Hobson Road. From that point to Moeller new alignment will be necessary. No corridor has been studied in this area. South to U.S. 27 the proposed will again follow the existing roadway. A four lane arterial is planned for the whole corridor.

Corrected McMillen Park is located south of Moeller Road. A golf course is located at the park. Right-of-way was set aside for improvements in the corridor but it was not dedicated to the city. It is believed that a memorandum of agreement between the city and park officials may clarify the situation. It may be necessary to process a 4 (f) statement depending on the results of further checking. No historic sites are in the area.

State Boulevard is one of the major east-west arterials in the city. The limit on the north therefore, will be State Blvd. The termini on the south will be U.S. 27. This is a major action. Should state that proposed will tie into the already improved section from State to Coliseum and match its cross section. Should also state that 100 feet of right-of-way is available in the area of the sewage treatment plant lagoons located north of the Maumee River.

Modernization and signalization of Lake Avenue from Anthony Boulevard to the east city limits (Maysville Road) was next discussed. The project is needed to get traffic from the west and south to the far east side of Fort Wayne and to New Haven. There are two cemeteries and one high school in the project area but they should not be adversely affected. Existing R/W varies from 40 to 100 feet. Some R/W will be required in certain areas.

Since most of the traffic going east travels to Landin Road it was decided that it should be the east termini. The west termini will be Anthony. There is a park on the south side of North River Road (Lake Avenue extended to the east). The study should show that any future improvements for the section of roadway could be developed to miss the park. Because the roadway will be widened from two to four lanes the project must be considered a major action. The type of processing required will be determined once early coordination is obtained and the study prepared. i.e. negative declaration or Full EIS.



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The third project discussed was the upgrading of signals and channelization of Rudisill Boulevard from Lafayette to Harrison. Presently 4 lanes wide within a 100 foot right-of-way. Only R/W that may be required would be for drive reconstruction or radius improvements. No parking presently exists. None is proposed after the improvement. No determination was made as to the type of action. A decision will be made after early coordination is obtained. i.e. major or non major.

The fourth project discussed was improvements to Bluffton Road from Brooklyn to the St. Mary's River. The main problem is left turn lanes into a shopping area north of Bluffton Road. Existing right-of-way appears adequate. Some access may be closed to improve the situation. Engle Ave. which is a east-west Street may be improved from Ardmore to U.S. 24 at some time in the future. The existing bridge over the St. Mary's River is four lanes wide.

It was determined that the termini will be the St. Mary's River Bridge on the east and Engle on the south. This can be considered a safety upgrading and a non major action.

Lastly discussed was the improvements of Crescent Avenue from Anthony to Coliseum. The existing roadway is two lanes wide then widens out to 4 lanes at the Hobson St. Joe Road intersection. East of Hobson, Crescent becomes Stellhorn Road a two lane local street. Traffic uses Crescent to get to Anthony which is the major north/south route into downtown Ft. Wayne. Anthony is 40 feet wide, narrows to 2 lanes at Pontiac then widens back out to four lanes at Rudisill.

It is proposed to widen Crescent to 4 lanes plus turning and channelization. The intersection of Crescent and Anthony, which is now a 5 point intersection, will be improved. Only right-of-way at intersections may be needed. Termini will be Anthony on the south west and St. Joe Road on the east. This is a major action. Type of processing required i.e. negative declaration or full EIS will be determined once early coordination is obtained and the study prepared.

L. D. Cooper, Chief
Division of Roadside Development

LDC/JEJ/sgd

ATTENDANCE

Merritt Hoffman	FHWA
John Breitwieser	FHWA
Ken Traylor	Fort Wayne
Judy Congdon	Clyde Williams Assoc.
Fred Musleh	Clyde Williams Assoc.
Jim Juricic	ISHC
L. D. Cooper	ISHC